



## Small Project Assistance Program

For Flood Control Capital Projects

*Administrative edits to this document may be authorized by the Chief Engineer and General Manager of the Flood Control District of Maricopa County under the authority granted by Resolution FCD 2009R003.*

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Flood Control District of Maricopa County, 2801 West Durango Street, Phoenix, Arizona 85009 (602) 506-1501

# **Small Project Assistance Program**

## **Purpose of the Program**

In accordance with Flood Control District of Maricopa County (District) Resolution 2009R003, the District prioritizes and funds potential local flood control capital projects through its annual Small Project Assistance Program. Resolution 2009R003 limits the Small Project Assistance Program authorization to a 2-year trial period; funding after Fiscal Year 2011/2012 may potentially be authorized pending evaluation of this trial program's success.

The Small Project Assistance Program has three purposes:

- Facilitate the mitigation of flood hazards that are local in nature but pose a risk to the citizens and property of Maricopa County;
- Using consistent, published criteria, objectively evaluate submitted local flood control capital projects requested by municipalities;
- Allow for the rapid implementation of recommended local flood control capital projects with minimal administrative delay.

## **Scope of the Program**

The following general limitations exist on District assistance offered under this program:

- The terms of the District's standard Small Project Assistance Program Intergovernmental Agreement (generally reported below) are mandatory;
- Annual District contributions for all projects submitted under this program will not exceed \$2,000,000, or available Capital Improvement Program funding, whichever is less;
- The District will participate in no more than three local flood control projects per municipality in any fiscal year.

Exceptions to the policies of this program are not granted. However, projects may alternately be submitted to the District's Capital Improvement Program Prioritization Procedure that allows for additional implementation flexibility.

## **Procedure**

No later than the 1<sup>st</sup> Friday of each October, municipalities of Maricopa County must submit signed project requests to the District for construction in the following fiscal year. These submittals must be received no later than 5:00 PM.

Municipalities may submit no more than three project requests in any given year. Submittals take the form of a signed "Small Project Assistance Program Proposal" (enclosed), a location map detailing project elements, and an attached listing reporting addresses and dates of all historic flooding referenced in the project submittal. These dates and addresses may be

audited at random by the District. Submittals not meeting these administrative requirements will not be evaluated.

Proposals are objectively scored in accordance with a scoring matrix approved by the District's Flood Control Advisory Board, and scored submittals are ranked.

No set score threshold exists for the approval of projects; rather, an approval threshold is established each year based on available funding. This approval threshold will be no less than 40 points.

Projects scoring above the set approval threshold are reviewed by the District's Chief Engineer and General Manager, who may determine that a project would more appropriately be evaluated under the District's Capital Improvement Program Prioritization Procedure.

District staff prepares draft Intergovernmental Agreements for approved projects, and presents these draft Agreements to submitting municipalities for the municipalities' approval. Municipalities must obtain approval for these Intergovernmental Agreements within 45 days of receipt. These Agreements are subsequently forwarded to the District's Board of Directors for District approval.

Municipalities are responsible for completing approved projects over the course of the fiscal year for which the projects were submitted.

## **Agreement Terms**

The District's Small Project Assistance Program Standard Intergovernmental Agreement is a component of this program. Among its terms, the Agreement stipulates that:

- Costs associated with design, rights-of-way acquisition, utility relocation, permitting, construction management, materials testing, survey work, non-flood control features operations and maintenance are the responsibility of the requesting municipality;
- The requesting municipality acts as lead agency for all activities;
- The District will be given an opportunity to review and comment on project plans and specifications, and District comments will be incorporated where feasible;
- District contributions to project costs are limited to seventy-five percent (75%) of the project construction cost, or \$250,000, whichever is less;
- The District pays fifty percent (50%) of its cost share contribution upon award of a construction contract for approved projects, and its cost share contribution for remaining construction costs incurred upon completion of construction or prior to the end of the fiscal year for which the project is approved, whichever is first to occur;
- District contributions are limited to project construction costs incurred during the fiscal year for which the project was submitted – subsequent and prior costs are the sole responsibility of the requesting municipality;

- The requesting municipality is responsible for all operations and maintenance and related costs associated with a completed project – District staff will not be available to assist with these efforts.

This standard agreement is mandatory for all projects approved under this procedure; a copy will be provided upon request.

### **Points of Contact**

Planning and Project Management Division Manager: Don Rerick, P.E., 602-506-4878

Capital Improvement Program Supervisor: Christopher Fazio, 602-506-4489

Project Management Branch Manager: Scott Vogel, P.E., 602-506-4771

## **Fiscal Year 2011 Small Project Assistance Program Schedule**

August 7, 2009	Notices Mailed to Municipalities
October 2, 2009	Municipalities' Proposals Due
October 16, 2009	Proposals Administratively Reviewed and Ranked
October 2009	District Budget Evaluated for Funding Availability
October 2009 – January 2010	IGAs Drafted and Presented for Approval
June 30, 2010	Final Plans and Specifications Completed by Municipalities
July 2010 – June 2011	Approved Projects Constructed by Submitting Municipalities
June 30, 2011	Cutoff Date for District Reimbursement

## Small Project Assistance Program Distribution List

Name	Position	Agency
Mr. Charles Andrews	Senior Project Manager	City of Avondale
Mr. Scott Lowe	Public Works Director	Town of Buckeye
Mr. Jonathan Pearson	Town Administrator	Town of Carefree
Mr. Wayne Anderson	Town Engineer	Town of Cave Creek
Mr. Kurt Krause	City Engineer	City of Chandler
Mr. B.J. Cornwall	City Manager	City of El Mirage
Mr. Tom Ward	Public Works Director	Town of Fountain Hills
Mr. Rick Buss	Town Manager	Town of Gila Bend
Mr. Lonnie Frost	Public Works Director	Town of Gilbert
Mr. Larry Broyles	Engineering Director	City of Glendale
Mr. David Ramirez	Engineer	City of Goodyear
Mr. Mark Johnson	Town Manager	Town of Guadalupe
Mr. Darryl Crossman	City Manager	City of Litchfield Park
Mr. Fred Rustam	Deputy Engineer-Design	City of Mesa
Mr. Andrew Cooper	Public Works Director	Town of Paradise Valley
Mr. David Moody	Engineering Director	City of Peoria
Mr. Hasan Mushtaq	Floodplain Manager	City of Phoenix
Mr. Dick Schaner	Transportation Director	Town of Queen Creek
Mr. Ashley Couch	Stormwater Management Director	City of Scottsdale
Dr. Robert Maki	City Engineer	City of Surprise
Mr. Jim Bond	Assistant City Engineer	City of Tempe
Mr. Jason Earp	Public Works Director	City of Tolleson
Mr. Gary Edwards	Town Manager	Town of Wickenburg
Mr. Jesse Mendez	Public Works Director	Town of Youngtown

When Recorded Return to:  
Flood Control District of Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009-6399

**Intergovernmental Agreement**  
for the  
**Construction and Operation and Maintenance**  
of the  
**PROJECT TITLE**  
between the  
**Other Party**  
and the  
**Flood Control District of Maricopa County**

**IGA FCD YYYYANNN**

**Agenda Item** \_\_\_\_\_

This Intergovernmental Agreement, hereinafter called the Agreement, is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT, and the **Other Party, a municipal corporation**, acting by and through its **Council**, hereinafter called the **OTHER PARTY**.

This Agreement shall become effective as of the date it has been executed by all parties and recorded in the Maricopa County Recorder's Office.

**DATE FILED WITH THE MARICOPA COUNTY RECORDER** \_\_\_\_\_

**STATUTORY AUTHORIZATION**

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The **OTHER PARTY** is empowered by A.R.S. **(or city charter, federal law, or other authorization in addition to state statutes)** as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the **OTHER PARTY**.

**BACKGROUND**

3. On **Month, Day Year** the Board of Directors of the DISTRICT (Board) adopted Resolution FCD 2009R003 (C-**NN-NN-NNN-N-NN**) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.

4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year YYYY, the OTHER PARTY proposed (project features), hereinafter referred to as the PROJECT (See Exhibit A). The PROJECT was ranked X among X total submittals for the fiscal year.
5. The constructed PROJECT will provide the following benefits:
  - 5.1 (list of benefits)

## PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the OTHER PARTY, hereinafter called the PROJECT PARTNERS, for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance for the PROJECT.

## TERMS OF AGREEMENT

7. Construction costs associated with the flood control features of the PROJECT completed and invoiced between July 1, YYYY and June 30, YYYY are hereinafter referred to as the PROJECT CONSTRUCTION COST. The PROJECT CONSTRUCTION COST is estimated to be \$XXX,XXX.
  - 7.1 The following costs are expressly excluded from the PROJECT CONSTRUCTION COST shared under this Agreement:
    - 7.1.1 Costs associated with design, rights-of-way acquisition, permitting, construction management, materials testing, survey work, operations and maintenance.
    - 7.1.2 Costs associated with multi-use, landscaping, and aesthetic features.
    - 7.1.3 Personnel and administrative costs incurred by either PROJECT PARTNER.
8. The DISTRICT shall:
  - 8.1 Fund seventy-five percent (75%) of the PROJECT CONSTRUCTION COST incurred and invoiced before June 30, XXXX, not to exceed \$250,000 in accordance with the DISTRICT's Small Project Assistance Program, making the DISTRICT's estimated share \$XXX,XXX. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding.
    - 8.1.1 In accordance with the DISTRICT's Small Project Assistance Program, the DISTRICT's \$250,000 cost share cap for the PROJECT, and the established invoice time threshold, shall not be amended under this Agreement.
  - 8.2 Within 30 days of receipt of an invoice from the OTHER PARTY for its share of the PROJECT CONSTRUCTION COST, reimburse the OTHER PARTY per the terms of this Agreement.
  - 8.3 Participate in a final inspection of the completed PROJECT with the OTHER PARTY.
9. The OTHER PARTY shall:



- 9.1 Fund the PROJECT CONSTRUCTION COST, less the DISTRICT's cost-share, making the OTHER PARTY's estimated share \$XXX,XXX. OTHER PARTY funds will be from (funding source).
- 9.2 Serve as lead agency for all aspects of PROJECT implementation.
- 9.3 With the exception of the PROJECT CONSTRUCTION COST, as defined in this Agreement, fully fund, at no cost to the DISTRICT, all PROJECT costs.
- 9.4 Provide PROJECT plans and specifications to the DISTRICT, including interim submittals as appropriate, for review and comment. Incorporate DISTRICT comments into the PROJECT as appropriate.
- 9.5 Within 30 days of award of a contract for construction of the PROJECT, invoice the DISTRICT for one-half (1/2) of its share of the PROJECT CONSTRUCTION COST.
- 9.6 Provide any proposed construction change orders to the DISTRICT for review and approval.
- 9.7 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 9.8 Within 30 days of completion of construction of the PROJECT, or no later than June 30, YYYY (whichever occurs first), prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT CONSTRUCTION COST incurred to date; or reimburse the DISTRICT for any previous over-payments.
- 9.8.1 Funding for any work completed and/or invoiced before July 1, YYYY or after June 30, YYYY will be the full responsibility of the OTHER PARTY.
- 9.9 Be responsible for all operation and maintenance of the completed PROJECT.
- 9.9.1 The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures.
- 9.10 (Include paragraph if appropriate) At no cost to the PROJECT, carry out applicable Conditional Letter of Map Revision (CLOMR) and the Letter of Map Revision (LOMR) processes to reduce the limits of any current delineated floodplain due to the construction of the PROJECT.
- 9.11 Coordinate and staff any necessary public involvement activities related to the PROJECT at no cost to the PROJECT.
- 9.12 Accept all liability for any and all non-flood control District use, including any and all public use of the PROJECT.

9.13 Obtain the United States Army Corps of Engineers' Section 404 Environmental Permit. The cost of this permit and any required mitigation are not a component of the shared PROJECT CONSTRUCTION COST.

9.14 Require that any contractor selected for the PROJECT:

9.14.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A);

9.14.2 Agree that a breach of the warranty under paragraph 8.14.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

9.14.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 8.14.1;

9.14.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. sections 35-391 and 35-393, in either Sudan or Iran.

10. Any local permits required for the PROJECT shall be issued by the appropriate PROJECT PARTNER at no cost to the PROJECT.

11. Either (any) party to this Agreement may with mutual written agreement of all parties delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.

12. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.

13. Each party to this Agreement shall take reasonable and necessary actions within its authority to ensure that only storm water or irrigation water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.

14. The parties to this Agreement agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within 60 days of PROJECT completion, if requested by a PROJECT PARTNER. An independent auditing firm agreed to by all parties and on contract to the DISTRICT (or OTHER PARTY) will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all parties of the audit report.

15. Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation

shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

16. Each party to this Agreement shall comply with A.R.S. Sections 41-4401 and 23-214, subsection A.

16.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.

16.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

17. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each party to this Agreement certifies that it does not have a scrutinized business operation, as defined in A.R.S. Section 35-391 and 35-393, in either Sudan or Iran.

18. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County  
Chief Engineer and General Manager  
2801 West Durango Street  
Phoenix, AZ 85009-6399

Other Party  
(Position)  
(Address)

19. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT, including but not limited to the following, unless specifically identified otherwise in this Agreement: construction, construction management, operation, maintenance, permitting, management and administration.

20. This Agreement shall expire **two years** from the date of recording with the County Recorder or upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated. Potential amendments are subject to the restrictions of paragraph **8.1.1** of this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.

21. This Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes Section 38-511.

22. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
23. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**  
**A Municipal Corporation**

Recommended by:

\_\_\_\_\_  
Timothy S. Phillips, P.E.      Date  
Chief Engineer and General Manager

Approved and Accepted:

By: \_\_\_\_\_  
Chairman, Board of Directors      Date

Attest:

By: \_\_\_\_\_  
Clerk of the Board      Date

The foregoing Intergovernmental Agreement FCD **YYYYANNN** has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

\_\_\_\_\_  
Deputy County Attorney      Date

**OTHER PARTY**

By: \_\_\_\_\_  
John Doe Date  
Title

Attest:

By: \_\_\_\_\_  
Attesting Office Date

The foregoing Intergovernmental Agreement FCD YYYYANNN has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of X under the laws of the State of Arizona.

By: \_\_\_\_\_  
City Attorney Date

# Small Project Assistance Program Proposal for FY 2010/2011

Prepared for the Flood Control District of Maricopa County

Project Name: \_\_\_\_\_

City / Town Proposing Partnership: \_\_\_\_\_

Project Location (**Note: must provide map**): \_\_\_\_\_

Project Purpose: \_\_\_\_\_

Estimated Total Project Construction Cost: \_\_\_\_\_

Structural Project Components: \_\_\_\_\_

Evaluation Section. All categories reference documented flooding of property that would be protected in the future by this project.

**Addresses and dates for all referenced documented flooding must be submitted as an attachment to this document.**

1. Smallest storm event that has flooded residential or commercial structures (20 PT. MAX.) (Indicate with only one "X"):

- |                          |                                                                          |
|--------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> | 2-year                                                                   |
| <input type="checkbox"/> | 5-year                                                                   |
| <input type="checkbox"/> | 10-year                                                                  |
| <input type="checkbox"/> | 50-year                                                                  |
| <input type="checkbox"/> | Greater than 50-year                                                     |
| <input type="checkbox"/> | No documented evidence of damage to residential or commercial structures |

2. Number of residential or commercial structures that have historically been flooded (20 PT. MAX.): \_\_\_\_\_

3. Number of recorded storm events that have flooded residential or commercial structures (15 PT. MAX.): \_\_\_\_\_

4. Smallest storm event that has caused roadway or access closures due to flooding (15 PT. MAX.) (Indicate with only one "X"):

- |                          |                                                                                        |
|--------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> | 2-year                                                                                 |
| <input type="checkbox"/> | 5-year                                                                                 |
| <input type="checkbox"/> | 10-year                                                                                |
| <input type="checkbox"/> | No documented evidence of roadway or access closures during a 10-year or smaller event |

5. Will the submitting municipality cause final plans and specifications for this project to be completed by June 30, 2010? (5 PT. MAX.)

Circle: YES / NO

6. If work towards final plans and specifications is underway/completed, indicate percent complete (10 PT. MAX.): \_\_\_\_\_%

7. Does the submitting municipality own all project rights-of-way or have necessary land rights in place (10 PT. MAX.)?

Circle: YES / NO

8. Indicate municipality's priority assigned to this project (1, 2 or 3), compared to its other submittals (5 PT. MAX.): \_\_\_\_\_

The submitting agency acknowledges the following requirements of the Small Project Assistance Program:

1. A location map detailing project elements, and identification of flooding dates and addresses, must be provided with this submittal.
2. This proposal is requesting District funding in FY 2010/2011. To be considered, it must be received by the District no later than 5:00 PM on October 2, 2009. The project will be objectively scored and ranked based on the information provided herein.
3. Available funding will be offered in ranked order, with no more than three projects per municipality receiving funding in any given year.
4. Municipalities submitting recommended projects will be asked to enter the District's standard Small Project Assistance Program Intergovernmental Agreement (available for review upon request). Inability to enter this Agreement within 45 days will result in potential projects being removed from consideration. Terms are non-negotiable, and among these terms: 1) work completed or invoices received by the District after June 30, 2011 will not be reimbursed; 2) District contributions are limited to 75% of construction costs of flood control elements of submitted projects, not to exceed \$250,000; 3) the submitting municipality will act as lead agency for all project tasks and must obtain District approval for project plans and specifications prior to construction; 4) the District will not own, operate or maintain the completed project or assist in these activities.
5. The information provided herein is subject to District audit; inaccuracies will remove a project from consideration.
6. This proposal is a "one-time" proposal, but may be resubmitted for consideration in future fiscal years.

City / Town Acknowledgement and Approval of this Document:

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

PROJECT SCORE (DISTRICT USE)

# Small Project Assistance Program Scoring Matrix

Finite values are assigned to project evaluation questions as follows:

1. Smallest storm event that has flooded residential or commercial structures:

20	2-year
16	5-year
12	10-year
9	50-year
6	Greater than 50-year
0	No documented evidence of damage to residential or commercial structures

2. Number of residential or commercial structures that have historically been flooded:

20	Five or more
16	Four
12	Three
8	Two
4	One
0	Zero

3. Number of recorded storm events that have flooded residential or commercial structures:

15	Three or more
10	Two
5	One
0	Zero

4. Smallest storm event that has caused roadway or access closures:

15	2-year
10	5-year
5	10-year
0	No documented evidence of roadway or access closures during a 10-year or smaller event

5. Will the submitting municipality cause final plans and specifications for this project to be completed by June 30, 2010?

5	Yes
0	No

6. If work towards final plans and specifications is underway/completed, indicate percent complete:

10	100%
9	90%
6	60%
5	30%
1	15%
0	None

7. Does the submitting municipality own all project rights-of-way or have necessary land rights in place?

10	Yes
0	No

8. Indicate municipality's priority assigned to this project (1, 2 or 3) compared to its other submittals:

5	One
3	Two
0	Three